

RESOLUTION NO. 2018-365

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A FINAL RELEASE OF LIEN, WARRANTY, EASEMENT FOR UTILITIES, BILL OF SALE AND SCHEDULE OF VALUES CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEMS TO SERVE DEERFIELD MEADOWS LOCATED OFF US 1 S.**

**RECITALS**

**WHEREAS**, Deerfield Holdings, LLC, a Wyoming limited liability company, has executed and presented to the County an Easement for Utilities, and a Bill of Sale and Schedule of Values, attached hereto as Exhibits "A" and "B" incorporated by reference and made a part hereof, conveying all personal property associated with the water and sewer systems to serve Deerfield Meadows located off US 1 S; and

**WHEREAS**, Besch & Smith Civil Group, Inc., a Florida corporation, has executed and presented to the County a Final Release of Lien and a Warranty for work performed at Deerfield Meadows attached hereto as Exhibits "C" and "D", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "E", incorporated by reference and made a part hereof.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

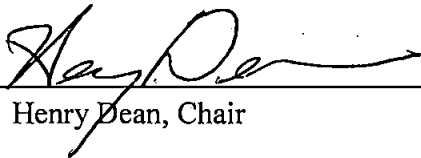
Section 2. The above described Easement for Utilities, Bill of Sale and Schedule of Values, Final Release of Lien, and Warranty, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.


Section 4. The Clerk of the Court is instructed to record the original Easement for Utilities and Final Release of Lien and file the Warranty and Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 6 day of November, 2018.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By:   
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

  
Deputy Clerk

RENDITION DATE 11/8/18

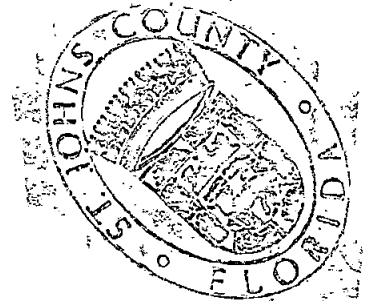


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4<sup>th</sup> day of May, 2018 by **Deerfield Holdings, LLC, a Wyoming limited liability company**, with an address of **P.O. Box 22547, St. Simons Island, GA 31522**, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is **500 San Sebastian View, St. Augustine FL 32084**, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated, and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

[Signature]  
Witness Signature

CHASE BARKE  
Print Name

[Signature]  
Witness Signature

Ram Trumble  
Print Name

By: [Signature]

Print Name: John Byrnes

Its: Manager

State of Georgia  
County of Glynn

The foregoing instrument was acknowledged before me this 4 day of May, 2018, by John Byrnes who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public 2/1/2020

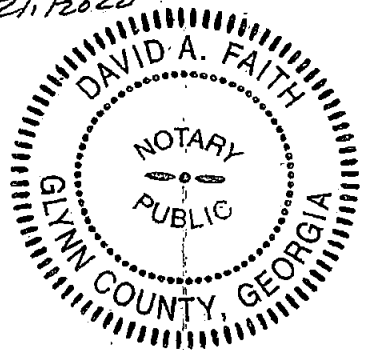


EXHIBIT "A"

MAP SHOWING SURVEY OF:

LEGAL DESCRIPTION: 35 FOOT UTILITY EASEMENT

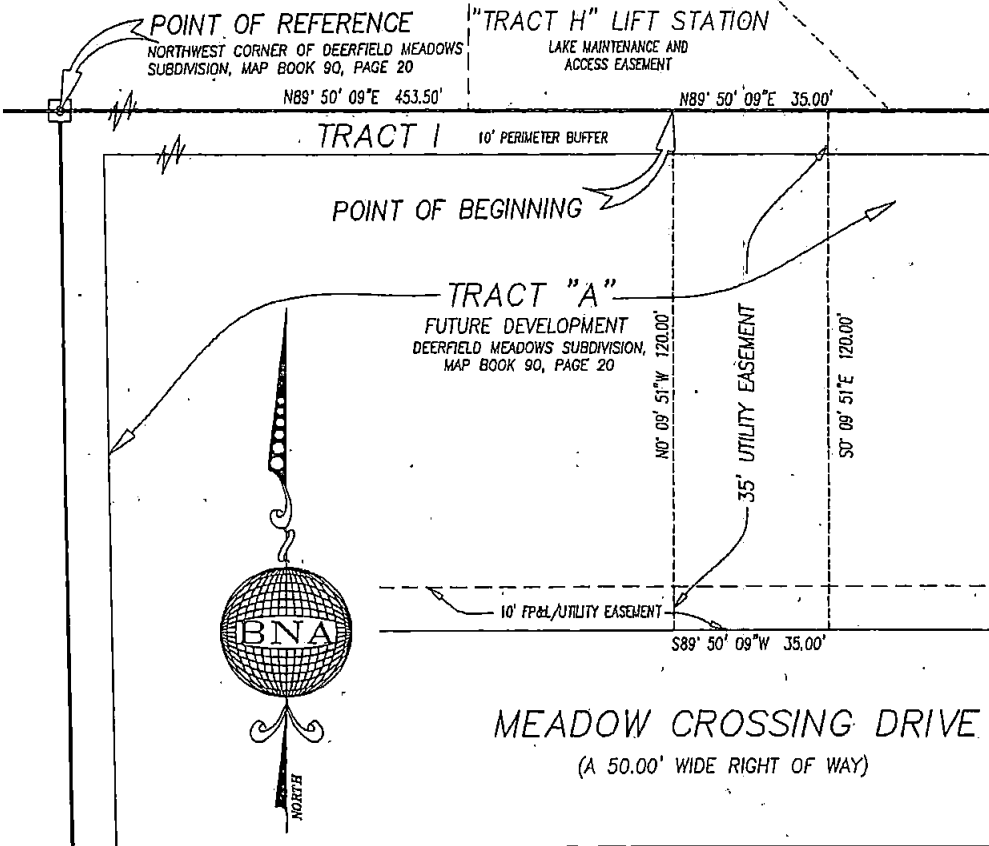
A PORTION OF TRACT "A" OF DEERFIELD MEADOWS SUBDIVISION, AS RECORDED IN MAP BOOK 90, PAGE 20 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CONCRETE MONUMENT AT THE NORTHWEST CORNER OF DEERFIELD MEADOWS SUBDIVISION, AS RECORDED IN MAP BOOK 90, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 50 MINUTES 09 SECONDS EAST, ALONG THE NORTH LINE OF SAID DEERFIELD MEADOWS SUBDIVISION, A DISTANCE OF 453.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 50 MINUTES 09 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE OF DEERFIELD MEADOWS SUBDIVISION, A DISTANCE OF 35.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 51 SECONDS EAST, DEPARTING SAID NORTH LINE OF DEERFIELD MEADOWS SUBDIVISION, A DISTANCE OF 120.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MEADOWS CROSSING DRIVE (A 50.00 FOOT WIDE RIGHT OF WAY), AS DEPICTED ON THE PLAT OF SAID DEERFIELD MEADOWS SUBDIVISION; THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MEADOWS CROSSING DRIVE, A DISTANCE OF 35.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 51 SECONDS WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

LOT 38

DEERFIELD TRACE  
(MAP BOOK 51, PAGES 98-104)



LAST FIELD DATE: N/A  
FIELD BOOK AND PAGE: N/A  
PROJECT NO: 1041-001  
DRAWING NO, UTILITY EASEMENT.dwg  
SHEET 1 OF 1

GENERAL NOTES:

1. BEARINGS SHOWN HEREIN ARE BASED ON THE NORTH LINE OF DEERFIELD MEADOWS SUBDIVISION AS BEING N 89°50'29" E.
2. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND BRADSHAW-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
3. THIS IS A SPECIFIC PURPOSE SURVEY TO GRAPHICALLY DEPICT A SKETCH AND DESCRIPTION ONLY AND DOES NOT ADDRESS ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY.
4. UNDERGROUND UTILITIES OR FOUNDATIONS WERE NOT LOCATED BY THIS SURVEY.

THIS SURVEY IS CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER OF FLORIDA SHOWN HEREON.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 5J-17.051 & 5J-17.052 F.A.C.

05/03/2018  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

BRADSHAW-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

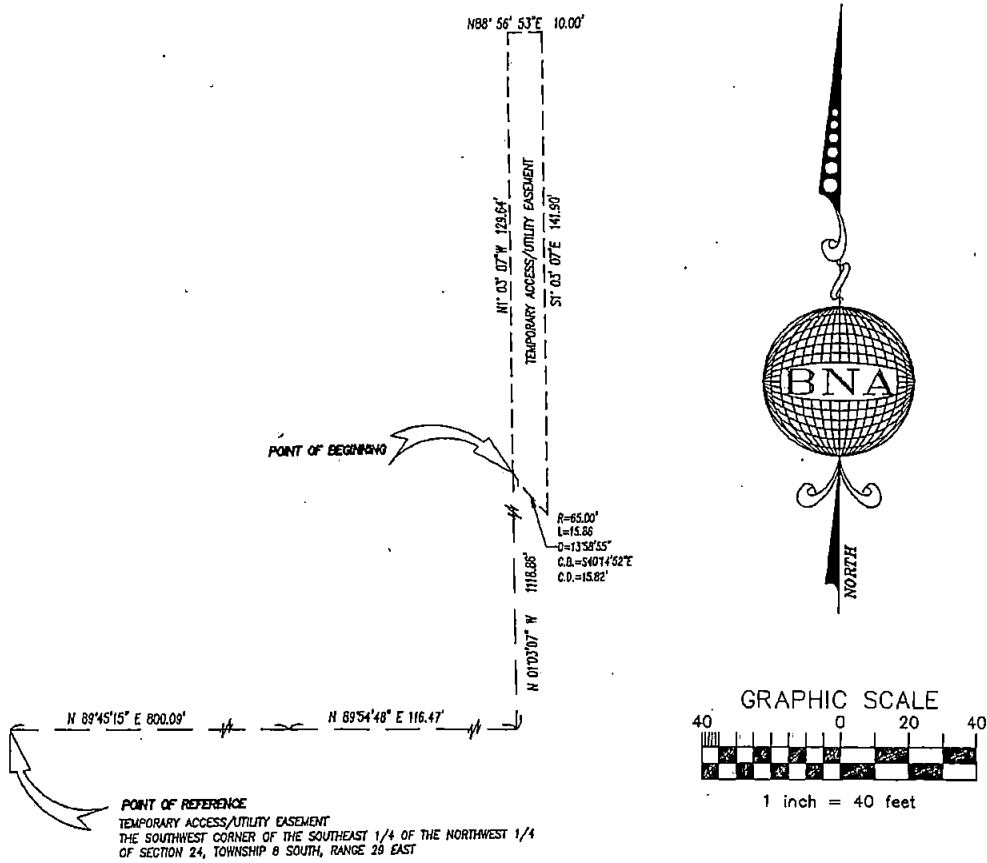
3520 LEWIS SPEEDWAY  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

# MAP SHOWING SURVEY OF:

LEGAL DESCRIPTION: TEMPORARY ACCESS/UTILITY EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 24, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 89 DEGREES 45 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 800.09 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, NORTH 89 DEGREES 54 MINUTES 48 SECONDS EAST, A DISTANCE OF 116.47; THENCE NORTH 01 DEGREES 03 MINUTES 07 SECONDS WEST, A DISTANCE OF 1118.86 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 03 MINUTES 07 SECONDS WEST, A DISTANCE OF 129.64 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 53 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 141.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 13 DEGREES 58 MINUTES 55 SECONDS, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40 DEGREES 14 MINUTES 52 SECONDS EAST, 15.82 FEET TO THE POINT OF BEGINNING.



LAST FIELD DATE: N/A  
 FIELD BOOK AND PAGE: N/A.  
 PROJECT NO: 1041-001  
 DRAWING NO. TEMP ACCESS-UTILITY.dwg  
 SHEET 1 OF 1

- GENERAL NOTES:
1. BEARINGS SHOWN HEREIN ARE BASED ON THE NORTH LINE OF DEERFIELD MEADOWS SUBDIVISION AS BEING N 89°50'29" E.
  2. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND BRADSHAW-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
  3. THIS IS A SPECIFIC PURPOSE SURVEY TO GRAPHICALLY DEPICT A SKETCH AND DESCRIPTION ONLY AND DOES NOT ADDRESS ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY.
  4. UNDERGROUND UTILITIES OR FOUNDATIONS WERE NOT LOCATED BY THIS SURVEY.

THIS SURVEY IS CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER OF FLORIDA SHOWN HEREON.

I HEREBY CERTIFY, that this map graphically depicts the results of a field survey made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as prescribed by the Florida State Board of Professional Surveyors and Mappers, Chapter 51-117.051 & 51-117.052, Florida Administrative Code Pursuant to Section 472.427, Florida Statutes; subject to all notes and notations shown hereon.

05/03/2018  
 DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5237

**BRADSHAW-NILES and ASSOCIATES, INC.**  
 SURVEYING AND MAPPING CONSULTANTS  
 LICENSED BUSINESS No. 6824  
 3520 LEWIS SPEEDWAY  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-2591 FAX: (904) 829-5070

EXHIBIT "B" TO RESOLUTION



**BILL OF SALE**  
**UTILITY IMPROVEMENTS**  
for

Deerfield Meadows

Deerfield Holdings, LLC. 308 Mallery St. St. Simons Island GA 31522, (the "Seller") for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

"SEE EXHIBIT A SCHEDULE OF VALUES FOR Water main and Gravity sewer (Page 1 of 2 and 2 of 2) SCHEDULE OF VALUES FOR (Deerfield Meadows)"

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 11th day of October 2017.

WITNESS:

Witness Signature

CHADE BARKER  
Print Witness Name

OWNER:

Owner's Signature

John Barnes Manager - Deerfield Holdings LLC  
Print Owner's Name

State of Georgia  
County of Glynn

The foregoing instrument was acknowledged before me this 11 day of October, 2017, by John Barnes Manager of Deerfield Holdings who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public 2/1/2017

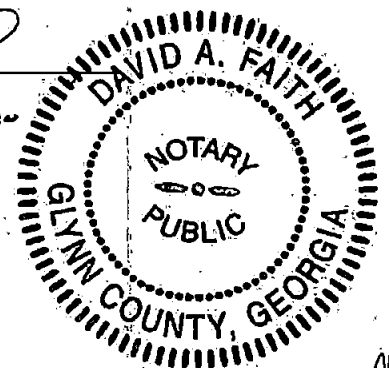


EXHIBIT "A" TO BILL OF SALE



**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name: Deerfield Meadows  
 Contractor: Besch & Smith Civil Group, Inc.  
 Developer: Deerfield Holdings, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
	LF			
	LF			
	LF			
	LF			
<b>Sewer Valves (Size and Type)</b>				
	Ea			
	Ea			
	Ea			
	Ea			
<b>Gravity Mains (Size, Type &amp; Pipe Class)</b>				
8" SDR-26 0/6'	LF	350	\$ 16.57	\$ 5,799.50
8" SDR-26 6/8'	LF	718	\$ 25.85	\$ 18,560.30
8" SDR-26 8/10'	LF	1055	\$ 27.03	\$ 28,516.65
8" SDR-26 10/12'	LF	400	\$ 28.57	\$ 11,428.00
8" SDR-26 12/14'	LF	688	\$ 30.17	\$ 20,756.96
8" SDR-26 14/16'	LF	524	\$ 32.63	\$ 17,098.12
				\$ -
<b>Laterals (Size and Type)</b>				
6" SDR 26 0/6'	EA	13	\$ 341.28	\$ 4,436.64
6" SDR 26 6/8'	EA	6	\$ 354.50	\$ 2,127.00
6" SDR-26 8/10'	EA	20	\$ 440.64	\$ 8,812.80
6" SDR-26 10/12'	EA	11	\$ 458.18	\$ 5,039.98
6" SDR-26 12/14'	EA	14	\$ 501.56	\$ 7,021.84
6" SDR-26 14/16'	EA	10	\$ 594.98	\$ 5,949.80
				\$ -
<b>Manholes (Size and Type)</b>				
TYPE A 0/4'	EA	1	\$ 3,963.52	\$ 3,963.52
TYPE A 4/6'	EA	2	\$ 3,964.33	\$ 7,928.66
TYPE A 6/8'	EA	2	\$ 4,526.14	\$ 9,052.28
TYPE A 8/10'	EA	5	\$ 4,871.33	\$ 24,356.65
TYPE A 10/12'	EA	2	\$ 5,865.63	\$ 11,731.26
TYPE A 14/16'	EA	3	\$ 6,916.37	\$ 20,749.11
TYPE A JCT LINED 0/4'	EA	1	\$ 3,963.52	\$ 3,963.52
TYPE A JCT LINED 6/8'	EA	1	\$ 6,691.78	\$ 6,691.78
TYPE A JCT LINED 12/14'	EA	1	\$ 9,720.37	\$ 9,720.37
TYPE B JCT LINED 14/16'	EA	1	\$ 13,674.29	\$ 13,674.29
				\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum			\$ -
Process Piping	Lump Sum			\$ -
Process Structure	Lump Sum			\$ -
Process Electrical Equipment	Lump Sum			\$ -
Other Improvements	Lump Sum			\$ -
<b>Total Sewer System Cost</b>				<b>\$ 247,379.03</b>



**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name: Deerfield Meadows  
 Contractor: Besch & Smith Civil Group, Inc.  
 Developer: Deerfield Holdings, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
10" SDR-11 HDPE	LF	200	\$ 51.24	\$ 10,248.00
8" SDR-11 HDPE	LF	40	\$ 41.53	\$ 1,661.20
8" DR-18 PVC	LF	2360	\$ 13.58	\$ 32,048.80
6" DR-18 PVC	LF	1630	\$ 12.78	\$ 20,831.40
4" DR-18 PVC	LF	180	\$ 11.98	\$ 2,156.40
2" PE	LF	400	\$ 4.74	\$ 1,896.00
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
8" GATE VALVE	Ea	7	\$ 1,169.66	\$ 8,187.62
6" GATE VALVE	Ea	10	\$ 812.43	\$ 8,124.30
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
FIRE HYDRANT	Ea	8	\$ 2,090.14	\$ 16,721.12
FLUSH HYDRANT	Ea	2	\$ 682.50	\$ 1,365.00
			\$ -	\$ -
<b>Services (Size and Type)</b>				
1" SINGLE SHORT	Ea	3	\$ 492.00	\$ 1,476.00
1" DOUBLE SHORT	Ea	22	\$ 694.22	\$ 15,272.84
1" SINGLE LONG	Ea	3	\$ 628.72	\$ 1,886.16
1" DOUBLE LONG	Ea	12	\$ 855.88	\$ 10,270.56
			\$ -	\$ -
			<b>Total Water System Cost</b>	<b>\$ 132,145.40</b>



**FINAL RELEASE OF LIEN**

**UTILITY IMPROVEMENTS**

The undersigned lienor, in consideration of the sum Three Hundred Seventy-Nine Thousand Five Hundred Twenty-Four and 43/100 Dollars (\$379,524.43) hereby waives and releases its lien and right to claim a lien for Water and Sewer labor, services or materials furnished through 2/27/2018 to Deerfield Holdings, LLC 308 Mallery St. St. Simons Island GA 31522 to the following described property:

“SEE EXHIBIT A” Water main and Gravity sewer (Page 1 of 2 and 2 of 2)  
SCHEDULE OF VALUES FOR (Deerfield Meadows)”

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

**IN WITNESS WHEREOF**, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this 27th of February 2018.

**WITNESS:**

Cierra Schmedes

Witness Signature

Cierra Schmedes

Print Witness Name

**OWNER:**

Nicole Besch

Lienor's Signature

Nicole Besch

Print Lienor's Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2018 by Nicole Besch who is personally known to me or has produced \_\_\_\_\_ as identification.



Taylor Marie Wingo  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF908363  
Expires 8/10/2019

Taylor Marie Wingo  
Notary Public

EXHIBIT "A" TO FINAL RELEASE OF LIEN



**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name: Deerfield Meadows  
 Contractor: Besch & Smith Civil Group, Inc.  
 Developer: Deerfield Holdings, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
	LF			
	LF			
	LF			
	LF			
<b>Sewer Valves (Size and Type)</b>				
	Ea			
	Ea			
	Ea			
	Ea			
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				\$ -
<b>Lift Station</b>				
Mechanical Equipment	Lump Sum			\$ -
Process Piping	Lump Sum			\$ -
Process Structure	Lump Sum			\$ -
Process Electrical Equipment	Lump Sum			\$ -
Other Improvements	Lump Sum			\$ -
<b>Total Sewer System Cost</b>				<b>\$ 247,379.03</b>



**St. Johns County Utility Department**  
**Asset Management**  
**Schedule of Values**

Project Name: Deerfield Meadows  
 Contractor: Besch & Smith Civil Group, Inc.  
 Developer: Deerfield Holdings, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
10" SDR-11 HDPE	LF	200	\$ 51.24	\$ 10,248.00
8" SDR-11 HDPE	LF	40	\$ 41.53	\$ 1,661.20
8" DR-18 PVC	LF	2360	\$ 13.58	\$ 32,048.80
6" DR-18 PVC	LF	1630	\$ 12.78	\$ 20,831.40
4" DR-18 PVC	LF	180	\$ 11.98	\$ 2,156.40
2" PE	LF	400	\$ 4.74	\$ 1,896.00
	LF		\$ -	\$ -
<b>Water Valves (Size and Type)</b>				
8" GATE VALVE	Ea	7	\$ 1,169.66	\$ 8,187.62
6" GATE VALVE	Ea	10	\$ 812.43	\$ 8,124.30
	Ea		\$ -	\$ -
<b>Hydrants Assembly (Size and Type)</b>				
FIRE HYDRANT	Ea	8	\$ 2,090.14	\$ 16,721.12
FLUSH HYDRANT	Ea	2	\$ 682.50	\$ 1,365.00
			\$ -	\$ -
<b>Services (Size and Type)</b>				
1" SINGLE SHORT	Ea	3	\$ 492.00	\$ 1,476.00
1" DOUBLE SHORT	Ea	22	\$ 694.22	\$ 15,272.84
1" SINGLE LONG	Ea	3	\$ 628.72	\$ 1,886.16
1" DOUBLE LONG	Ea	12	\$ 855.88	\$ 10,270.56
			\$ -	\$ -
<b>Total Water System Cost</b>			\$	<b>132,145.40</b>

EXHIBIT "D" TO RESOLUTION



**WARRANTY**  
**UTILITY IMPROVEMENTS**

Date: February 27, 2018,  
Project Title: Deerfield Meadows  
St. Johns County, Florida

FROM: Besch and Smith Civil Group, Inc.  
345 Cumberland Industrial Court  
St. Augustine, FL 32095

TO: St. Johns County Utility Department  
Post Office Box 3006  
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

Contractor:

Nicole Besch  
Contractor's Signature

Nicole Besch  
Print Contractor's Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2018 by Nicole Besch who is personally known to me or has produced \_\_\_\_\_ as identification.



Taylor Marie Wingo  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF908363  
Expires 8/10/2019

Taylor Wingo  
Notary Public

EXHIBIT "E" TO RESOLUTION



**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

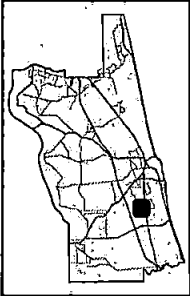
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Deerfield Meadows  
DATE: August 8, 2018

Please present the Easement, Bill of Sale, Schedule of Values, Release of Lien, and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Deerfield Meadows.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.



  
 2016 Aerial Imagery  
 0 400 800  
 Feet  
 September 13, 2018

**Easement, Bill of Sale, Final  
 Release of Lien, and Warranty**  
  
*Deerfield Meadows*

**Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0782**  
  

 Disclaimer:  
 This map is for reference use only.  
 Data provided are derived from multiple  
 sources with varying levels of accuracy.  
 The St. Johns County Real Estate  
 Division disclaims all responsibility  
 for the accuracy or completeness  
 of the data shown herein.

